



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

David E. Dise
Director

MONTGOMERY COUNTY, MARYLAND
OPEN SOLICITATION AMENDMENT #4
Open Solicitation #7725101019

September 7, 2012

PAGE 1 of 2 FOR THE PROCUREMENT OF: Recreation Aquatic Instructors (Basic Fee)

DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGE IS APPLICABLE TO THE SOLICITATION:

CHANGES

Replace Page 2 of Exhibit B of Contract for Recreation Aquatic Instructors (Basic Fee) with Revised Page 2

THERE ARE NO OTHER CHANGES.

THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY: _____

David E. Dise, CPPO
Director, Department of General Services

(Buyer: KMD)

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Office of Procurement

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Article V – BACKGROUND CHECK

Any contractor (including any of the Contractor's employees or subcontractors) who will care for or supervise children while performing this Contract or who will have access to children that are cared for or supervised by the County must, at the contractor's own expense, apply for a criminal background investigation in accordance with Md. Code Ann., Family Law Article, Section 5-560 et seq. (2006, as amended). All required fingerprinting must be completed before the contractor may begin providing services under this Contract. This contract may be terminated at no cost to the County if the applicant is the subject of pending charges, or has been convicted, of a crime or attempting a crime identified in the above-referenced sections of the Family Law Article.

Article VI – NO SOLICITATION

While providing recreational services under the contract, the Contractor must neither solicit clients, nor promote any privately owned business.

Article VII – INSURANCE

The insurance requirements for this contract are listed in Attachment G or H. The Division of Risk Management of the Department of Finance reserves the right to revise the insurance requirements based on services provided.

Article VIII – GENERAL CONDITIONS

The attached General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated into, and made a part of, this Contract.

Article IX – INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor must defend or indemnify the County from any claim made or any suit or proceeding brought against the County that is based upon an allegation that any instruction furnished pursuant to the Contract infringes a copyright, common law right, privacy right, proprietary right, trade mark, other intellectual property right, or other rights of a like or similar nature. This is in addition to the requirements of the indemnification provisions of the General conditions.